

CARDMEMBER AGREEMENT

Please take the time to review the following important information about your Account and retain it for future reference. This document, including the accompanying **Rates and Fees Table** and the Additional Terms of Your Cardmember Agreement, is an agreement between you, the Cardmember, and us, KeyBank National Association, and is referred to throughout this document as the "Cardmember Agreement" or "Agreement." If you have any questions, please call us using the number on the back of your Card or on your billing statement.

Your Agreement and Promise to Pay: By using the Account, making a payment on the Account, or signing an application for any Card we send you, you agree to the terms of this Agreement. You agree to pay us all amounts that we lend to you on your Account, together with Interest Charges and fees as provided in this Agreement.

YOUR ACCOUNT TERMS

IMPORTANT TERMS	WHAT IT MEANS	HOW IT AFFECTS THE ACCOUNT
You and your	All persons who applied for the Account or who are liable on the Account by any other means	If there are joint Cardmembers, we may send communications to either of you, we may disclose information about the Account to either of you, and we may accept instructions from either of you (even if you have a disagreement).
We, us, our and KeyBank	KeyBank National Association	We are the creditor of your Account and the issuer of your Card.
Credit Limit	Your credit limit is the maximum amount that you can have outstanding on your Account at any time. You agree not to request any transactions that would cause your Account balance to exceed the credit limit. You are responsible for balances on your Account including amounts charged in excess of your credit limit.	We will advise you of the total credit limit on your Account when we first send you your Card and when we post it on your monthly billing statement. Your Cash Advance limit is only a portion of your total available (unused) credit limit. Your total credit limit and Cash Advance limit may change from time to time. We will notify you of any such changes through your billing statement or by sending you a separate notice, which may be after the change occurs. If no separate Cash Advance limit is listed on our billing statement, then the amount of your credit limit available for Cash Advances is your total credit limit. We may cancel, change, or rescind your credit availability at any time. We may approve a transaction that causes your Account balance to exceed the credit limit, but we do not treat such a transaction as a request for an increase in your credit limit.
Authorized Users	You are responsible for any use	If you request, we may issue

	of your Account by an authorized user or anyone else that you permit to use your Account. You must notify us to revoke an authorized user's permission to use your Account. You are responsible to recover from that authorized user and destroy any Cards, checks and other devices that can be used as a means of accessing your Account.	Cards that access your Account to your authorized users. If you revoke an authorized user, we may close your Account and issue a new Card(s) with a different Account number.
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IMPORTANT DEFINITIONS

Cash Advance	The following transactions will be treated as Cash Advances: all advances to get cash over the counter, through an ATM, or other "cash-like" transactions (such as purchasing a money order, traveler's check, casino betting chip, or a lottery ticket) as determined by us. We sometimes call these Cash Equivalents.
Daily Periodic Rate (DPR)	The daily periodic rate for a given balance is equal to the APR for that balance divided by 365. It is a daily interest rate.
Payment Due Date	This is the date by which we must receive the minimum payment in order for it to be on time. Your monthly billing statement will list the Payment Due Date.
Default	<p>An Account will be in default if:</p> <p>1) you fail to make at least the minimum payment when due; 2) you violate any other provision of this Agreement; 3) we believe you may be unwilling or unable to pay your debts on time; 4) you file for bankruptcy; or 5) you become incapacitated or die.</p> <p>If your Account is in default, we may close your Account or terminate or suspend your credit privileges without notice and require full payment of your outstanding balance immediately.</p> <p>We can also begin collection activities. To the extent permitted by law, if you are in default because you have failed to pay us, we will require you to pay our collection costs, attorneys' fees, court costs and all other expenses of enforcing our rights under this Agreement.</p>

USING YOUR ACCOUNT

You may use your Account only for personal, family or household purposes. You may not use your Account for illegal purposes, and you may not use your Account for internet gambling (even if legal). However, you are still responsible for any transactions that you enter into in violation of this Agreement.

USE	WHAT IT MEANS	HOW IT AFFECTS THE ACCOUNT
Purchases	You may use the Account to buy goods and services.	We authorize charges to your Account in accordance with the terms of the Agreement.
Balance Transfers and Fees	You can transfer balances to your Account by contacting us. We will charge a Balance Transfer fee on the amount of each Balance Transfer, as set forth in the Rates and Fees table.	We permit Balance Transfers from most accounts issued by other banks. We do not permit Balance Transfers from other accounts or loans with us or any of our affiliates.

Cash Advances and Fees	<p>You may obtain cash from ATMs or at banks.</p> <p>We will charge a Cash Advance fee or Cash Equivalent fee on the amount of each Cash Advance, as set forth in the Rates and Fees table.</p>	<p>We treat certain transactions as Cash Advances. See the Cash Advance section under Your Account Terms, above.</p>
Checks and Fees	<p>You may use checks provided by us to access your Account (sometimes referred to as "convenience checks"). Checks will be added to your Purchase balance (but there is no grace period to avoid interest charges).</p> <p>We will charge a Convenience Check Advance Fee on the amount of each Convenience Check Advance, as set forth in the Rates and Fees table.</p>	<p>We may provide checks for your use; we have the right not to pay a check for any reason. You may not use a convenience check to make a payment on the Account or any other Account with us.</p>
Overdraft Protection Advances and Fees	<p>You may set up this Account to cover overdrafts on your checking account at KeyBank ("Checking Account"). Overdraft Protection Advances ("OD Advances") will be treated as Cash Advances.</p> <p>We will charge an Overdraft Protection Transfer Fee to your Card Account each day an Overdraft Protection Advance occurs as set forth in the Rates and Fees Table.</p>	<p>We allow your Card Account to be linked to a KeyBank Checking Account. Only one OD Advance will be made each day. The terms of this Agreement and your checking account agreement will apply. In order to link your Card Account to your Checking Account, all persons who applied for the Card Account or who are liable on the Card Account must be owners of the Checking Account. If at any time for any reason the persons who applied for the Card Account or who are liable on the Card Account and the owners of the Checking Account are different, your right to take OD Advances will terminate.</p> <p>At the end of each business day, an automatic OD Advance will be made on your Card Account when the total amount of withdrawals from your Checking Account made during the day and service charges we post to your Checking Account for the day, exceed the amount of funds in your Checking Account that is available for withdrawal. You request that these automatic OD Advances</p>

		<p>be made and agree that the amount of the OD Advances will be advanced from your Card Account up to the amount that is available under your Cash Advance limit. The Cash Advance limit amount used for authorization of OD Advances is calculated as of the end of the prior business day and may be updated with current day information if available. Cash Advances occurring during the day will reduce the amount of the Cash Advance limit available for OD Advances. The automatic OD Advance will equal the lesser of the amount needed to cover the unpaid amount of withdrawals and service charges in your Checking Account, or the amount of available funds under your Cash Advance limit, rounded up to the nearest \$50.00 increment. Please note that we may pay items into overdraft, at our discretion, and charge an overdraft fee on your Checking Account if you do not have available funds under your Cash Advance limit for an OD Advance of the total overdraft amount.</p> <p>If you fail to properly maintain your accounts, in addition to other rights and remedies we have, we may terminate your Overdraft Protection. You may cancel the Overdraft Protection services at any time by giving us written notice at the address printed on your Card Account monthly statement. We may cancel your Overdraft Protection and stop making OD Advances at any time.</p>
Recurring Transactions	You may authorize a third party to bill charges on a recurring basis to your Account. To withdraw your authorization, you must contact the third party. If your Account is closed or suspended, your Account number is changed, or to withdraw authorization, you will need to contact the third party.	We are not responsible for recurring transactions if your Account is closed, suspended, or the Account number changes. You agree that we may (but are not required to) provide the third party your current Account status, Card number and/or expiration date to facilitate payments.

Promotions	You may receive special offers related to your Account.	Any special offer is subject to this Agreement, unless specified otherwise.
Rewards	If your Account provides you with the opportunity to earn rewards, points may be redeemed for brand named merchandise, gift cards, travel rewards, or other redemption items as we determine from time to time.	We will provide you with all information and terms about your rewards separately. We will include on your billing statement all rewards you have earned.
Foreign Transaction Fee and Exchange Rate	For transactions that take place outside the United States, a fee may be assessed on the U.S. Dollar amount of the transaction. See the Rates and Fees Table above for the fee applicable to the Account.	MasterCard International ("MasterCard") will convert transactions made in a foreign country using a government-mandated or wholesale rate in effect on the processing date (which may differ from the rate on the date of your transaction). The rate used may differ from the rate that MasterCard actually receives.
Authorization of Transactions/Closing the Account	You may close your Account at any time by notifying us either in writing at the address shown on your billing statement or by phone at the number provided on your billing statement. We will not honor any convenience check or authorize any transactions after your Account is closed. You remain responsible for any balance on your Account.	We may refuse to authorize any transactions at our sole discretion, even if there is sufficient available credit. We are not responsible for any losses associated with a declined transaction. We may close your Account or terminate your credit privileges at any time for any reason, subject to applicable law. Your Account balance will continue to accrue Interest Charges and fees and remain subject to all terms of this Agreement. If we do so, you may not use your Card or any checks we have issued.

MAKING PAYMENTS

You will receive a billing statement each month, if one is required. It will show your minimum payment and the Payment Due Date, and will provide instructions for making your payment.

IMPORTANT INFORMATION	WHAT IT MEANS	HOW IT AFFECTS THE ACCOUNT
Payment instructions	You must follow the payment instructions provided on your monthly billing statement. All payments made by check must be drawn on a U.S. financial institution in U.S. Dollars. You authorize us to either use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a	As long as you make your payment in accordance with the instructions on your billing statement by the date and time payments are due, we will credit your payment as of the day it is received. We may accept and process late, partial and payments marked as "paid in full" without losing our rights under this Agreement. Any

	check transaction.	such payment must be sent to the special address identified on your statement.
Minimum Payment	You agree to pay at least the minimum payment when due. You also agree to pay any past due amounts and also any amounts in excess of your credit limit when billed on your monthly billing statements or sooner if we ask.	We will calculate your minimum payment based on the method described in the Additional Terms of Your Cardmember Agreement. The minimum payment will appear on your monthly billing statement, and may include any past due amounts and any amounts in excess of your credit limit.
How to Avoid Paying Interest on Purchases and When We Begin to Charge Interest	<p>If you paid the New Balance that was shown on your previous billing statement by the Payment Due Date on that statement, then:</p> <ul style="list-style-type: none"> • We will not impose Interest Charges on Purchases during your current billing period if you pay the New Balance on your current billing statement by the Payment Due Date in the current billing period, and • We will credit any payment applied toward Purchases as of the first day in your current billing period if you make a payment by the Payment Due Date in the current billing period that is less than the New Balance. <p>If a New Balance was shown on your previous billing statement and you did not pay the New Balance by the Payment Due Date on that statement, then we will not impose Interest Charges on any Purchases during the current billing period if you pay the New Balance shown on your current billing statement by the Payment Due Date in the current billing period.</p>	<p>Except as described in the column on the left, we add new Purchases to your Account, and they begin to accrue Interest Charges, on the date of the transaction.</p> <p>There is no grace period for Balance Transfers or Cash Advances. We add new Balance Transfers, Overdraft Protection Advances, Checks or Cash Advances to your Account no earlier than the date of the transaction (for Checks, the date the payee deposits the Check). We may choose to add fees to your Account on the date of the related transaction, the date they are posted, or the last day of the billing period.</p> <p>Amounts added to your Account remain subject to Interest Charges until paid in full.</p>
Application of Payments	If you make more than the minimum payment when due, the excess above the minimum payment is applied to balances with the highest APRs first.	We may apply the amount of your payment less than or equal to your minimum payment and any credits to your Account in any way we choose. We generally apply these payments to lower APR balances first, which means you

		may pay higher Interest Charges.
Credit Balances	You may request a refund of credit balances at any time.	If no refund is requested, we will apply credit balances to new transactions, unless prohibited by law.

INTEREST CHARGES

CALCULATION	HOW WE DO THIS
We calculate the Daily Balance for each day	by taking the beginning balance for each type of transaction each day, adding any new transactions and any accrued but unpaid interest for the prior day, and then subtracting any payments and/or credits and other adjustments. We treat any daily balance that is a credit balance as a zero balance.
We calculate the Average Daily Balance	by adding all of the Daily Balances for each day in the billing period and then dividing by the total number of days in the billing period.
We calculate the Interest Charges for each balance	by applying the daily periodic rate (DPR) for that balance to the "average daily balance" for that balance. We multiply the result by the number of days in the billing cycle. That gives us the total Interest Charges for that balance for that billing period.
We add the Interest Charged to the Account	by adding the Interest Charges to the balance to which it applies (for example, we add Interest Charges on the Purchases balance to the Purchases balance). Cash Advance, Overdraft Protection Transfer, and convenience check fees are added to the Cash Advance balance and Balance Transfer fees are added to the Balance Transfer balances, as applicable, and all other fees are added to the Purchases balance.
We add the Minimum Interest Charge	by adding the amount set forth in the Rates and Fees table to one or more of the categories of transactions in which there are balances. We apply the Minimum Interest Charge for any month where Interest Charges are due but are calculated as less than the Minimum Interest Charge.

FEES AND OTHER ACTIONS

There may be times when circumstances result in a fee or other action being assessed on the Account. The Rates and Fees Table lists the amounts of these fees. All such fees will be added to the Purchase balance, unless otherwise indicated. Additional fees for special services you request may apply. You will be advised of the amount of such fees at the time of your request.

TO AVOID	ACTIONS YOU MUST TAKE	WHAT WE WILL CHARGE YOU
Late Payment Fee	Ensure that we receive at least the minimum payment by the Payment Due Date shown on the monthly billing statement.	If any payment is late, we may charge you a late payment fee. See the Rates and Fees Table for the late payment fee applicable to your Account. In no event will your late payment fee exceed the amount of your minimum payment due.
Stop Payment Fee	Do not stop payment on checks.	We may charge a stop payment fee of \$34.00 if we stop payment on a check at your request.
Collections	Do not default.	If the Account is in default, we may take the actions described above in the Default section under Important Definitions,

		above.
Statement Reprint Fee	You can request a copy of your statement.	We will add a Statement Reprint fee of \$6 to your purchase balance if you request a copy of your monthly statement.
Rush Order Fee - Card Replacement	You can request that a new or replacement card be sent to you on an expedited basis.	We will add a Rush Order fee of \$25 to your Purchase balance if you request that a new or replacement card be sent to you on an expedited basis.

FAQ	WHAT YOU MUST DO	HOW IT AFFECTS THE ACCOUNT
My Card is lost or stolen, or my Account has been compromised?	Contact us immediately and stop using your Account. Contact us at the address or telephone number listed on your billing statement or Card.	You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.
My Account is closed or suspended?	You must still repay all amounts you owe under this Agreement.	You remain responsible for your balance.
My name, address, telephone number or other information has changed.	Notify us of any change.	We may also ask you to provide us updated financial information about you, and you agree to do so.

ARBITRATION AND WAIVER OF JURY TRIAL RIGHTS

Arbitration Provision. This Arbitration Provision sets forth the circumstances and procedures under which a Claim or Claims (as defined below) may be arbitrated instead of litigated in court. **This Arbitration Provision supersedes and replaces any existing arbitration provision between you and us. This Arbitration Provision will apply to the Account(s) unless you notify us in writing that you reject the Arbitration Provision within 60 days of opening the Account(s). Send your rejection notice to KeyBank N.A., PO Box 93752, Cleveland, Ohio 44101-5752. Your notice must be legible and include your name, the names of any joint account holders and the account number(s), the last four digits of your card number, the date of your notice, your address (street, city, state and zip code), your daytime telephone number, and must be signed by at least one of the joint account holders. Your rejection notice should not include any other correspondence. Calling us to reject the Arbitration Provision or providing notice by any other manner or format than as described above will not operate as a rejection of this Arbitration Provision and consequently this Arbitration Provision will become part of this Agreement. Rejection of this Arbitration Provision does not serve as a rejection of any other term or condition of the Agreement with us governing your Account(s).**

As used in this Arbitration Provision, the word "Claim" means any claim, dispute, or controversy between you and us arising from or relating to this Agreement or the Account(s), including without limitation, the validity, enforceability, or scope of this Arbitration Provision or this Agreement. "Claim" or "Claims" include claims of every kind and nature, whether pre-existing, present or future, including without limitation, initial claims, counterclaims, cross-claims, and third-party claims, and claims based upon contract, tort, fraud, and other intentional torts, constitutions, statutes, regulation, common law, and equity (including, without limitation, any claim for injunctive or declaratory relief). The word "Claim" or "Claims" is to be given the broadest possible meaning and includes, by way of example, and without limitation, any claim, dispute, or controversy that arises from or relates to (a) any Account subject to the terms of this Agreement

(b) any electronic funds transfer from or to any account (c) advertisements, promotions, or oral and written statements related to this Agreement or the Account, (d) your application for the Account; and (e) the collection of amounts owed by you to us.

This Arbitration Provision will not apply to Claims previously asserted, or which are later asserted, in lawsuits filed before the effective date of this Arbitration Provision or any prior arbitration provisions between you and us, whichever is earlier. However, this Arbitration Provision will apply to all other Claims, even if the facts and circumstances giving rise to the Claims existed before the effective date of this Arbitration Provision.

Any Claim shall be resolved, upon the election of you or us, by binding arbitration pursuant to this Arbitration Provision and the applicable rules of either the American Arbitration Association or J.A.M.S./Endispute in effect at the time the Claim is filed (the "Arbitration Rules"). You may select one of these organizations to serve as the arbitration administrator if you initiate an arbitration against us or if either you or we compel arbitration of a Claim that the other party has brought in court. In addition, if we intend to initiate an arbitration against you, we will notify you in writing and give you twenty (20) days to select one of these organizations to serve as the arbitration administrator. If you fail to select an administrator within that twenty (20)-day period, we will select one. In all cases, the arbitrator(s) should be a lawyer with more than ten (10) years of experience or a retired judge. If for any reason the selected organization is unable or unwilling or ceases to serve as the arbitration administrator, you will have twenty (20) days to select a different administrator from the above list; if you fail to select a different administrator within the twenty (20)-day period, we will select one. In all cases, a party who has asserted a Claim in a lawsuit in court may elect arbitration with respect to any Claim(s) subsequently asserted in that lawsuit by any other party or parties.

IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION EXCEPT AS SET FORTH BELOW. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. YOU UNDERSTAND THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. THE FEES CHARGED BY THE ARBITRATION ADMINISTRATOR MAY BE GREATER THAN THE FEES CHARGED BY A COURT.

There shall be no authority for any Claims to be arbitrated on a class action or private attorney general basis. Furthermore, arbitration can only decide your or our Claim(s) and may not consolidate or join the claims of other persons that may have similar claims. There shall be no pre-arbitration discovery except as provided for in the applicable Arbitration Rules. Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will pay all fees charged by the arbitration administrator for any Claim(s) asserted by you in the arbitration, after you have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which you reside. (If you have already paid a filing fee for asserting the Claim(s) in court, you will not be required to pay that amount again.) If the arbitrator issues an award in our favor, you will not be required to reimburse us for any of the fees we have previously paid to the administrator or for which we are responsible. Each party shall bear the expense of that party's attorneys', experts', and witness fees, regardless of which party prevails in the arbitration, unless applicable law and/or this Agreement gives you the right to recover any of those fees from us. In the event you do not prevail in the arbitration, we will not seek to recover our attorneys', experts' or witness fees from you. This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. Sections 1 et. seq. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law, and at the timely request of any party, shall provide a brief written explanation of the basis for the award. In conducting the arbitration proceeding, the arbitrator shall not apply the federal or any state rules of civil procedure or rules of evidence. Judgment upon the award rendered by the arbitrator may

be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA and except that, if the amount in controversy exceeds \$10,000.00 any party can appeal to a three-arbitrator panel administered by the arbitration administrator which shall reconsider de novo (i.e. without regard to the original arbitrator's findings) any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. The costs of such an appeal will be borne by the appealing party regardless of the outcome of the appeal.

This Arbitration Provision shall survive termination of all Accounts subject to this Agreement. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any law or statute consisted with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision or the Agreement. In the event of a conflict or inconsistency between the applicable Arbitration Rules and this Arbitration Provision, this Arbitration Provision shall govern.

Contacting Arbitration Administrators

If you have a question about the arbitration administrators mentioned in this Arbitration Provision or would like to obtain a copy of their Arbitration Rules or fee schedules, you can contact them as follows: **American Arbitration Association**, 1633 Broadway, 10th Floor, New York, New York 10019, www.adr.org, (800) 778-7879. Commercial or Consumer Rules, **J.A.M.S./Endispute**, 222 South Riverside Plaza, Suite 1850, Chicago, IL 60606; www.jams-endispute.com (800) 352-5267, Financial Services Arbitration Rules and Procedures.

OTHER TERMS OF THE RELATIONSHIP

Communications	<p>We may send Cards, statements, and other communications to you at any mailing or email address in our records. By providing a telephone number for a cellular telephone, other wireless device, or a landline number that was later converted to a wireless device, you are expressly consenting to receiving communications at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from KeyBank and its affiliates and agents. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls regardless of their purpose. These calls and messages may incur access fees from your cellular provider.</p> <p>We may also send an email to any address where we reasonably believe we can contact you. Some of the legal purposes for calls and messages include: suspected fraud or identity theft, obtaining information; transaction on or servicing of the Account; collecting on the Account, and providing you information about product and services. Notify us immediately of any changes to your contact information using the address or phone number shown on your billing statement.</p>
Telephone Monitoring	We may listen to and record your telephone calls with us.
Credit Information	<p>We may obtain and review your credit history from credit reporting agencies and others, including in connection with the servicing and collection of your Account. We may also provide information about your Account to credit reporting agencies and others. We may provide information to credit reporting agencies about this Account in the name of an authorized user. If you think we provided incorrect information, write to us at the address provided on your billing statement and we will investigate.</p>
Enforcement	We may choose to delay enforcing or waive any of our rights under this Agreement. We can delay enforcing or waive any of our rights without affecting our other rights. If we waive a right, we do not thereby waive the same right in other situations.
Applicable Law	This Agreement and the Account will be governed by federal law, and to the extent state law is applicable, the laws of the state of Ohio, and

	these laws will apply no matter where you live or use this Account.
Amendments	We may change or terminate all or any part of this Agreement, including APRs and fees, at any time. We may also add new terms or delete terms. Any changes will be in accordance with applicable law, and we will provide notice as required by law.
Assignment	We may sell, assign or transfer the Agreement and the Account or any portion thereof without notice to you, and the purchaser, assignee, or transferee shall have the same rights as we do under this Agreement. You may not sell assign, or transfer the Account.
Severability	Except as specifically provided in the arbitration section above, if any provision of this Agreement is finally determined to be void or unenforceable under any law, rule or regulation, all other provisions of this Agreement will remain valid and enforceable.
Restrictions on Use	KeyBank may restrict use of your Card in any jurisdiction or country where such use would be contrary to U.S. law or regulation, or which is identified as presenting a high risk of fraud. Please call 1-800-KEY2YOU for the current list of countries where transactions are restricted.

YOUR BILLING RIGHTS - Keep this document for future use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What to Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write us at the address shown on your billing statement. In your letter, give us the following information.

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of the problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of these rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold the good or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at the address shown on your billing statement.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

Additional Disclosures for Residents of Specific States

New York and Vermont Residents: You agree to give us permission to obtain one or more credit reports from consumer reporting agencies in connection with this application, any transaction or extension of credit that may result from this application, and on an ongoing basis, for the purposes of performing a routine and occasional verification of credit on the Account, updating or renewing the Account, adjusting the credit limit on the Account, taking collection action on the Account, or for any other legitimate purposes associated with the Account. Upon your request, you will be informed of whether or not a consumer credit report was ordered, and if it was, you will be given the name and address of the consumer reporting agency that furnished the report.

Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with the law.

Utah Residents: As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

KeyBank Platinum MasterCard® Credit Card

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	00.00 % Introductory APR for the first 12 billing cycles. After that, your APR will be 10.99 % to 20.99 % based on your creditworthiness. This APR will vary with the market based on Prime Rate.

APR for Cash Advances	23.99 % This APR will vary with the market based on Prime Rate.
APR for Balance Transfers	00.00 % Introductory APR for the first 12 billing cycles. After that, your APR will be 10.99 % to 20.99 % based on your creditworthiness. This APR will vary with the market based on Prime Rate.
Paying Interest	Your payment due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date of each month. We will begin charging interest on cash advances, convenience check advances and balance transfers on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$00.50 .
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau http://www.consumerfinance.gov/learnmore
Fees	
Annual Fee	None
Transaction Fees:	
<ul style="list-style-type: none"> Balance Transfer Fee Cash Advance Fee Convenience Check Advance Fee Cash Equivalent Fee Overdraft Protection Transfer Fee Foreign Transaction Fee 	<p>Either \$10.00 or 4% or of the amount of each transaction, whichever is greater.</p> <p>Either \$10.00 or 4% or of the amount of each transaction, whichever is greater.</p> <p>Either \$10.00 or 4% or of the amount of each transaction, whichever is greater.</p> <p>Either \$10.00 or 4% or of the amount of each transaction, whichever is greater.</p> <p>\$10.00</p> <p>3% of the amount of each foreign currency transaction after its conversion into U.S. dollars</p>
Penalty Fees:	

Late Payment	Up to \$35.00
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How We Calculate Your Balance: We use a method called the average daily balance method (including new purchases).

Loss of Introductory APR: If you make a late payment, we may end offering you a lower introductory APR and begin charging you the higher APR (for both Purchases and Balance Transfers) that is specified in the table above and scheduled to take effect after the introductory APR is no longer effective.

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